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BANKRUPTCY—PROMISE AFTER ADJUDICATION TO PAY DISCHARGEABLE DEBT.—Appellant, having been adjudged a bankrupt, offered a composition to his creditors, of whom appellee was one, and borrowed \$500 from appellee with which to carry into effect the terms of the composition, promising, in consideration of the loan, that after receiving his discharge he would pay appellee the residue of his claim after the distribution under the composition agreement, in addition to repaying the loan. On appellant's failure to do so, appellee brought an action on the promise, and appellant pleaded that the promise was barred by the subsequent compromise and discharge. *Held*, that the promise created a valid and binding obligation, and, being made after the filing of the petition, it was not a provable claim and not, therefore, discharged. *Zavello v. Reeves*, 33 Sup. Ct. 365.

It is elementary that a debt discharged by an adjudication in bankruptcy may be revived by a subsequent promise on the part of the debtor to pay; the discharge does not affect the indebtedness, but merely bars the remedy, and the original consideration supports the new promise. The issue presented in the principal case was whether this promise made after adjudication but before discharge, was renewal of a debt already barred by the proceedings in bankruptcy. A discharge releases the bankrupt from all "provable debts," with certain well known exceptions. The term "provable debts," as applied to those arising upon ordinary contracts, refers only to such as are in existence at the time of the filing of the petition. *In re Burka*, 104 Fed. 326; *In re Swift*, 112 Fed. 315; *In re Roth & Appel* (C. C. A.) 181 Fed. 667, 104 C. C. A. 649. As the date of filing the petition determines the claims that are to be affected by the discharge, it also marks the time to which the discharge reverts as a bar in case of a composition; and any promise such as the law will ordinarily recognize as reviving a pre-existing debt, will, at any time subsequent thereto, renew the obligation. A debt thus renewed is not a "provable claim" that is barred by that particular discharge. In numerous decisions by state courts the rule is declared that a promise made any time after the petition is filed will revive the debt. *Otis v. Gazlin*, 31 Me. 567; *Kirkpatrick v. Tattersall*, 1 Car. & K. 577, 14 L. J. Exch. N. S. 209, 9 Jur. 214; *Hill v. Trainer*, 49 Wis. 537; *Jersey City Ins Co. v. Archer*, 122 N. Y. 376.

BILLS AND NOTES—PROVISION FOR EXTENSION OF TIME OF PAYMENT.—A promissory note contained a provision that "the indorsers, guarantors, and assigns severally * * * consent that time of payment may be extended without notice." *Held*, that such provision does not render the note non-negotiable. *De Groat v. Focht* (Okl. 1913), 131 Pac. 172.

This case is another example of the failure of courts to look beyond the decisions in their own jurisdictions, and thus defeat legislators in their attempt to secure uniformity in the law. The Negotiable Instruments Law was enacted with the laudable design of securing uniformity in the law of commercial paper so that it might pass from hand to hand as ordinary currency, but that purpose has been thwarted by the courts time and time again on account of their reluctance to seek information beyond their own decisions.